

7876-C
JUN 14 1976 - 2:25 PM
INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT AGREEMENT dated as of May 1, 1976, among SOUTHERN PACIFIC TRANSPORTATION COMPANY (hereinafter called the Railroad), PACCAR INC (hereinafter called the Builder) and METROPOLITAN LIFE INSURANCE COMPANY (hereinafter called the Assignee).

WHEREAS the Railroad, the Builder and other parties named therein have entered into a Conditional Sale Agreement dated as of March 1, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder, the Assignee and other parties named therein have entered into an Agreement and Assignment dated as of March 1, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 28, 1975, at 3:15 p.m., and assigned recordation number 7876;

WHEREAS the Conditional Sale Agreement and the Agreement and Assignment were amended by the Amendment Agreement dated as of October 1, 1975, among the Railroad, the Builder and the Assignee (hereinafter called the First Amendment Agreement) and the Second Amendment Agreement dated as of February 1, 1976, among said parties (hereinafter called

the Second Amendment Agreement);

WHEREAS the First Amendment Agreement and the Second Amendment Agreement were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 2, 1975, at 10:50 a.m., and February 19, 1976, at 11:25 a.m., and assigned record-ation numbers 7876-A and 7876-B, respectively; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement to clarify the Railroad's Numbers of certain units of Equipment (as defined in the Conditional Sale Agreement);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The "Railroad's Numbers (inclusive)" set forth in item (ii) of Section 1 of the First Amendment Agreement are hereby amended to read "465700-465985" instead of "465700-466985".

2. The Assignment, as amended, is hereby further amended to permit the aforesaid amendment to the Conditional Sale Agreement, as amended, as though originally set forth therein.

3. The Railroad will promptly cause this Third Amendment Agreement to be filed and recorded in accordance

with the provisions of Article 19 of the Conditional Sale Agreement, as amended.

4. Although this Third Amendment Agreement is dated for convenience as of the date first set forth above and shall be effective as of such date, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

5. Except as hereby further amended, the Conditional Sale Agreement and the Assignment, each as amended, shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

by 
Assistant Vice President and
Treasurer

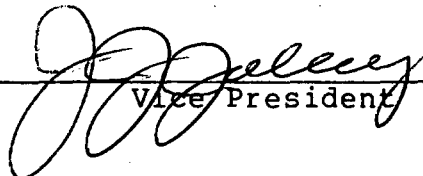
[Corporate Seal]

Attest:


Assistant Secretary


PACCAR INC,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE COMANY,

by


Vice President

William J. Blanchfield

by


Associate General Counsel

John C. Kelsh

[Corporate Seal]

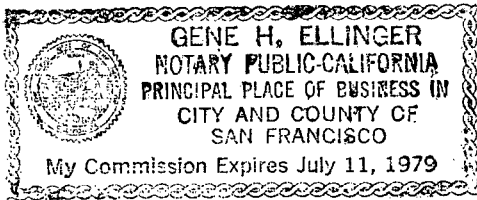
Attest:


Assistant Secretary

Ronald H. Wilcomes

STATE OF CALIFORNIA,)
) ss.
CITY AND COUNTY OF SAN FRANCISCO,)

On this 10th day of June, 1976, before me personally appeared Bruce G. McPhee, to me personally known, who being by me duly sworn, says that he is Assistant Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Gene H. Elling
Notary Public

[Notarial Seal]

My Commission Expires July 11, 1979

STATE OF WASHINGTON,)
COUNTY OF KING,) ss.:

On this *2nd* day of *June* 1976, before me personally appeared J. J. Jolley, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of PACCAR INC, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia F. Zipton
Notary Public

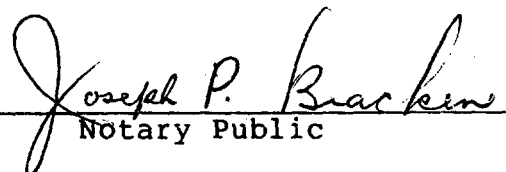
[Notarial Seal]

My Commission Expires _____

1/24/77

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 25th day of May 1976, before me personally appeared William J. Blanchfield and John C. Kelsh, to me personally known, who, being by me duly sworn, say that they are Vice President and Associate General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1977